Supreme Court, U. S.
FILED
MAR 18 1977
MICHAEL RODAK, JR., CLERK

IN THE

SUPREME COURT OF THE UNITED STATES

MARCH TERM, 1977

~~76~~ 1551

No. _____

JAMES MOODY, AS AGENT FOR
WILLIAM M. MOODY AND PATTY ALFRED MOODY
AND
WILLIAM M. MOODY AND PATTY ALFRED MOODY
Petitioner

VERSUS

BOBBIE GENE WILLIE
AND GERALDINE JEWEL WILLIE

PETITION FOR WRIT OF CERTIORARI TO REVIEW THE DECISION OF THE UNITED STATES FIFTH COURT OF APPEALS

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ORTLIEB PRESS — BATON ROUGE

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IN THE
SUPREME COURT OF THE UNITED STATES
MARCH TERM, 1977

No. _____

IN RE
BOBBIE GENE WLLIE, ET AL, BANKRUPTS

JAMES MOODY, ET AL
Petitioner

versus

BOBBIE GENE WILLIE, ET AL

PETITION FOR WRIT OF CERTIORARI TO REVIEW THE DECISION OF THE UNITED STATES FIFTH COURT OF APPEALS

OPINIONS BELOW

The opinion of the Bankruptcy Judge of the United States District Court, Middle District of Louisiana, discharged a debt of $51,615.00 owed by the Willies to the Moodys, over a complaint filed by the Moodys. The written opinion and order is found herein as Appendix A, page 15.

The written opinion of the United States District Court, Middle District of Louisiana, affirming the Bankruptcy Judge's

ruling, is found herein as Appendix B, page 17. The resulting judgment is found as Appendix C, page 21.

The United States Court of Appeals, Fifth Circuit, affirmed without written reasons, and the notice is found as Appendix D, page 22.

The United States Court of Appeals, Fifth Circuit, refused rehearing, and said refusal is found herein as Appendix E, page 23.

JURISDICTION

The opinion of the United States Court of Appeals, Fifth Circuit, was entered on 18 November 1976, and rehearing was denied on 22 December 1976. Jurisdiction of this court is conferred by 28 U. S. C. §1254 (1).

QUESTIONS PRESENTED FOR REVIEW

1. Is a debt founded upon the Louisiana law of redhibition dischargeable in bankruptcy?

2. Were false pretenses or representations, either actual or implied, proved at trial such that discharge should be blocked under §17 (a.) (2) of the Bankruptcy Act?

STATUTORY PROVISIONS INVOLVED

§17 (a.) (2) of the Bankruptcy Act reads in part as follows:

> "A discharge in bankruptcy shall release a bankrupt from all of his provable debts, whether allowable in full or in part, except such as . . . (2) are liabilities for obtaining money or property by false pretenses or false representations, ..."

STATEMENT OF THE CASE

Plaintiffs obtained a judgment for $51,615.00 against the Willies in State Court in Louisiana. The judgment was based on the Louisiana action in redhibition, which allows the buyer of property or goods found to be defective to recover costs of repair, damages, and attorney's fees. Plaintiffs' complaints were of latent defects in an apartment building built and sold by the Willies to plaintiff for $240,000. Plaintiffs objected to the Willies' discharge in bankruptcy, alleging that §17 (a.) (2) of the Bankruptcy Act blocks discharge.

Plaintiffs' basic argument can be summarized as follows: §17 (a.) (2) of the Bankruptcy Act provides that "liabilities for obtaining money or property by false pretenses or false representations" are not dischargeable in bankruptcy.

I. The courts have been misinterpreting this section by requiring active fraud rather than false pretenses, both active and implied.

II. Defendants are guilty of false representations and false pretenses as presumed by Louisiana laws of redhibition.

III. Defendants are also guilty of actual false representation and false pretenses under the facts of the case.

ARGUMENT AND LAW

Initially, four things should be pointed out: first, the reduction of the claim to a judgment, as happened here, does not affect its nature as non-dischargeable; second, false pretenses by one business partner is imputed to the other partner, and Mr. & Mrs. Willie were both owners and vendors of the property, and were business partners; third, a principal cannot escape being guilty of false representations by shielding him-

self behind agents such as the sub-contractors upon which defendants place some of the blame for the building's problems. All three of these rules are settled law, and can be found in *Collier on Bankruptcy* §17, Par. 17.16 and 8B C. J. S. Bankruptcy §573. Fourth, that the judgment was by default does not change the character of the claim. *In Re Kimbrough*, 8 F. Supp. 843 (D. C. N. Y.).

I.

The majority rule is that fraud is necessary to block discharge and that even fraud is insufficient if it is implied or presumed by law. *Collier on Bankruptcy*, *supra* and C. J. S., *supra*. However, plaintiffs feel that this rule is incorrect and inconsistent with the intent of the Bankruptcy Act. Section 17 (a.) (2) does not state that fraud is essential, although the majority rule rejects any activity short of fraud. Even the District Court, in its reasons for judgment, stated that **fraud** was necessary. The Act itself required only "false pretenses" rather than fraud, and it certainly **does not eliminate implied false pretenses,** or even implied fraud, anywhere in its text.

The requirement of fraud and elimination of false pretenses implied in law are solely the creation of the courts which have legislated rather than interpreted the law. The courts have gone beyond their interpretive function by adding to this section thereby modifying its meaning beyond that intended by Congress. This can be clarified by an inspection of §17 (a.) (2) **prior** to the addition of the words "false pretenses" and "false representations."

The Bankruptcy Act of 1867, §33 stated:

> "**And be it further enacted** that no debt created by the fraud or embezzlement of the bankrupt, or by his defalcation as a public officer, or while acting in any fiduciary character, shall be discharged by this act; . . . ."

One may assume, therefore, that Congress intended that "fraud" be a block to discharge. Likewise, one may assume that Congress changed its intent when the Bankruptcy Act was amended on July 1, 1898 to exempt from discharge,

> ". . . liabilities for obtaining money or property by false pretenses or false representations . . . ." (30 Stat. 550)

Surely this relaxation of requirements should have alerted the courts of a change in Congressional intent, yet the courts, and the Bankruptcy Judge below, continue to insist on active, blatent fraud. This is a much too strict and harsh view of §17 (a.) (2). The District Court failed to meet this issue in its opinion.

Plaintiffs feel that this harsh view is wrong and that this Court will and should interpret — not legislate — that section to block discharge where false pretenses and even implied-in-law false pretenses are involved. Plaintiff showed in the trial before the State Court and in the Bankruptcy District Court and that **both** presumed **and** actual false pretenses existed in defendants' actions.

II.

A $51,615 judgment was rendered against defendant in State Court in an action for reduction of purchase price and damages due to hidden defects in a $240,000 apartment complex sold to plaintiffs by the Willies. The judgment of the State court was introduced as Moody-2 and a transcript of an expert's testimony about the defects was introduced as Moody-1. James Moody testified in both courts as to the defects and resulting lawsuit and the expert, Mr. Zeutzschel,

testified as to the facts of the defects and their probable cause and defendants' probable knowledge of the defects. The State Court suit and its nature as a suit in redhibition were adequately established in this case's record.

Carl Zeutzschel is a local licensed contractor, owner of his business with 35 years experience in commercial construction and remodeling, and was duly qualified by the court as an expert in those fields. Bobby Willie was not so qualified. Zeutzschel testified that he believed that the building's very foundation has settled or slipped and broken. His opinion was based upon many doors being out of line in the building, indicating shifts in the foundation. He feels that filling and/or compacting of the soil before construction was improper. He found leaky windows caused by "very, very poor installation." He found the upstairs balcony to be supported by wooden posts that had slipped from position because they were not anchored down and they did not have protective automobile guards. Both of these were violations of the City Building Code. He found the balcony and its railings cracked and broken because of the poor support. He found the toilets in the building to be improperly installed and wobbling badly at their bases. The plumbing was not strapped to the walls as required by the City Building Code, causing the pipes to shake in the walls. He found improper air-conditioning air return ducts. He found wet, cracked sheet rock, caused by leaky windows. He found light switches that controlled nothing and then some that were missing. He found kitchen cabinets made with warped doors, thin shelves and thin bindings, and most of these were anchored to the sheet rock rather than the wall studs.

Mr. Zeutzschel gave a bid of $24,630 to remedy these defects. He stated that the defects were present at the time of the sale, and were **built into the structure** rather than being apparent at the time of the sale. He also testified that these

defects were not the type that a normal layman would detect upon inspection. Therefore, the Moodys cannot be accused of an inadequate inspection, as defendant has suggested.

Based upon this same evidence, the State Court rendered a judgment for $23,615 in repair costs, $23,000 in damages and $5,000 in attorneys fees.

Louisiana Civil Code Article 2520 states:

> "Redhibition is the avoidance of a sale on account of some vice or defect in the thing sold, which renders it either absolutely useless, or its use so inconvenient and imperfect, that it must be supposed that the buyer would not have purchased it, had he known of the vice."

Article 2544 states that "[t]he action for a reduction of price [such as sought by the Moodys] is subject to the same rules and the same limitations as the redhibitory action." There is ample testimony in the record to show the inconvenience and problems caused by the shoddy workmanship built into this building. There is no doubt that 2520 applies. Article 2545 states:

> "The seller, who knows the vice of the things he sells and omits to declare it, besides the restitution of the price and payment of the expenses, including reasonable attorney's fees, **is answerable** to the buyer in damages." [emphasis supplied]

There has been extensive jurisprudence on this article, and it has been uniform from the beginning of reported cases. The cases state that a **manufacturer** of the goods sold is **presumed** to know the defects of the item. There have been several cases involving structures built by contractors or builders, all stating that the contractor or builder **is a manu-**

facturer for purposes of 2545, and he is **presumed by Louisiana Law** to know the defects built into the structure. *Johnson v. Hunter*, 88 So. 2d 476; *Tuminello v. Mawby*, 57 So. 2d 666; *Brown v. Dauzat*, 157 So. 2d 570.

Concerning a buyer's duty of inspecti ו Article 2521 states:

> "Apparent defects, this is, such as the buyer might have discovered by **simple inspection,** are not among the number of redhibitory vices." [emphasis supplied]

The rule is that in this simple inspection the buyer is not required to examine the inner or hidden parts of the object. The rule is stated in *Guillory v. Sarpy*, 177 So. 2d 403 as an objective rule:

> "The buyer is bound to discover what a reasonable prudent buyer, acting under similar circumstances would have discovered."

The State judge found that the Moodys' inspection was reasonable, or he could not have given them judgment. Also, the record shows that the Moodys inspected two vacant apartments, as the others were occupied. He had no reason to believe that the sample which he inspected was not representative of the other 20 apartments. Besides, as previously noted, Mr. Zeutzschel testified that these were non-detectable, hidden defects and a layman could not have discovered them. *Bayou Rapides Lumber Company v. Davies*, 61 So. 2d 885, 221 La. 1099 (1952) states that the buyer is not expected to make an inspection which an architect or contractor would make when inspecting structures.

Here there were two items violating the City Building Code: the poorly supported balcony and the un-strapped

pipes. *Rodriguez v. Hudson*, 79 So. 2d 578 involved a sink outlet that was in violation of regulations of the Sewerage and Water Board. Although the defects could be called apparent to the buyer, the court held that he is not presumed to know the codes and regulations for such items. *Gabriel v. Jeansonne*, 162 So. 2d 798 states that defective porch piers, electrical defects, improperly installed ceiling joists, plumbing problems and stopped up traps were not the type of thing that a buyer can be expected to find on "simple inspection."

There is no doubt that the facts of this case qualify it as a classic redhibition action, and that the recovery was well-deserved by plaintiffs.

The nature of the redhibition action is not "fraud", and the word has never been used, to the knowledge of this writer, in such an action. Plaintiffs here believe sincerely that the action is entirely based upon false representations and false pretenses. The theory of this statute is that the buyer did not know of defects in the goods, and that the seller **did** know of them, yet failed to disclose them to the buyer. In other words, the seller "misrepresented" the goods to the buyer, and induced him into parting with his money by such failure. Failure to disclose something has been held countless times to block discharge under §17 (a.) (2). In *Michigan National Bank v. Marston*, 185 N. W. 2d 47 (Mich, App. 1970), failure to disclose that a used car was damaged was considered sufficient under this section to block discharge. In *Guernsey-Newton Co. v. Napier*, 151 Wash. 318, 14 Am. B. R. (N. S.) 665, the court blocked discharge because a check was given, and the bankrupt failed to disclose that he knew that the account had insufficient funds. These are but a couple of examples of misrepresentation by silence, or failure to disclose something that the bankrupt should have mentioned to the creditor. This is exactly the basis of redhibition—the seller failed to

disclose the defective nature of the goods to the buyer. To plaintiffs' knowledge it has not been decided by any court whether or not redhibition is misrepresentation or false pretenses under §17 (a.) (2), but plaintiff feels that he has shown that it is, and that the courts below were in error in not so holding.

When Congress inserted the words "false pretenses" and "false representations" into the Act, it was fully aware of the fact that since the beginning of reported cases our courts have held that **implied** or **presumed** frauds or misrepresentations **do exist.** Armed with this knowledge, are we to presume that Congress failed to insert words to omit implied or presumed fraud or misrepresentation yet intended the section to cover only **active, blatent** fraud? Certainly not. Congress certainly would have inserted language saying that "fraud" is the only block to discharge, and that "this section shall not allow implied or presumed fraud or misrepresentation to prevent discharge of a bankrupt's debts." This sentence **was not** inserted in the act, however, and we must presume that Congress intended to encompass the full body of law and knowledge at the time, and **include** presumed fraud and presumed misrepresentation.

A manufacturer of defective goods is presumed by Louisiana law to know the defects of the goods, and therefore the Willies knew the defects of the apartment building. This knowledge, though implied or presumed, brings the case within the scope and intent of §17 (a.) (2).

III.

Additionally and alternatively, plaintiffs believe that they proved that Willie **actually knew** of the defects in his building. Of course there is no person alive who knows what went on in Willie's mind, and what he truly knew, so expert opinion was used by plaintiffs. Mr. Zeutzschel testified that most

contractors **would have known** about these blatent defects during the construction stages, and if a contractor had even visited the construction site he would have spotted some of the defects of which Zeutzschel spoke. Mr. Zeutzschel was speaking as an expert in the field of commercial and residential construction and remodeling, and his opinion is valid and backed up by common sense. How could Bobbie Willie (or his agents and sub-contractors, whose acts are imputeable to him under case law) have possibly **not** known that light switches were missing or did not control a fixture? How could he (or his agents) have not known that toilets were installed with oversized holes and rocked on their very foundations? How could he or his agents not have known that the cabinets were only fastened to sheet rock? How could he or his agents not have known that the fill or soil was not compacted before the slab was poured? He or his agents could not have failed to recognize these things, and plaintiffs suggest that he or his agents did know them. The absolute mess that was made of this building, the $23,615 worth of repairs that have to be made all speak out loud as to the **knowing acts** of negligence in the construction of this building. There is no way that Bobby Willie could have not known. An expert said that. Common sense and logic tells us that.

He knew, yet he failed to disclose the defects to the Moodys. The Moodys parted with their money because of the false pretenses. For these reasons, the discharge should be blocked on grounds of **actual** misrepresentation.

The District Court held that "no showing of fraud, moral turpitude, or intentional wrong on the part of the bankrupts" existed in the record. How can the District Court justify this holding, with the evidence above in the record? The court below erred in interpreting the record, and this is but another reason for this Court to grant a writ in this case and reverse the findings below.

CONCLUSION

The District Court failed to consider some very important aspects of this case, and plaintiffs feel that review is needed so that questions and answers to these various issues can be exchanged. For instance, the Court failed to mention the fact that §17 (a.) (2) was changed from requiring "fraud" to requiring "false pretenses" without an accompanying change in court interpretation. The Court failed to consider that the court-added requirement of **actual fraud** is a more strict intent than the actual wording of the statute. The District Court failed to acknowledge that **there are in fact** case holdings that have blocked discharge where the bankrupt failed to disclose something (*Michigan National Bank* and *Guernsey-Newton Co., supra*). The District Court did not mention or consider the Congressional intent that obviously included the existing body of common law at the time, which included **presumed** fraud and false pretenses along with **actual** acts. The District Court also failed to mention that an expert (the only one to testify) said that Willie, in all probability, **did actually know** of the shoddy construction of the building. The failure of the District Court to meet these issues in its opinion is ample cause for this Court to hold oral argument in this case in order that they finally be met.

In sum, plaintiffs' case is this:

I. The Courts have been consistently legislating rather than interpreting with §17 (a.) (2), and have added non-existent requirements that only active fraud can block discharge of debts. The true meaning and language of this section call for implied false representation and pretenses as well.

II. Defendants knew of the defects of the building through operation of Louisiana law, in that they manufactured

a device with a redhibitory defect, and this is misrepresentation and false pretenses under Louisiana law and under §17 (a.) (2).

III. Defendants also knew in fact of the defects, as the defects were so blatent and serious, requiring such extensive repair that they, in the opinion of the expert, had to know about those defects.

Plaintiffs therefore request that the Court grant a writ of certiorari and reverse the holdings below, and hold that the debt of $51,615 to plaintiffs not be discharged by the bankruptcy proceeding.

Respectfully Submitted:

BYRON MAGBEE
5615 Corporate Boulevard, Suite 1-B
Baton Rouge, Louisiana 70808
927-5591 Area Code 504

CERTIFICATE

Three copies were mailed to Mr. Martin C. Schroeder at 329 Saint Ferdinand Street, Baton Rouge, Louisiana 70802 on _____, 1977.

_____

BYRON MAGBEE

APPENDIX A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA
BATON ROUGE

IN RE BOBBIE GENE WILLIE & GERALDINE JEWEL WILLIE, Bankrupts JAMES MOODY, as Agent for WILLIAM M. MOODY and PATTY ALFRED MOODY, Plaintiff vs. BOBBIE GENE WILLIE & GERALDINE JEWEL WILLIE, Defendants	BANKRUPTCY NOS. 75-291 & 75-292

ORDER DEEMING DEBT TO HAVE BEEN DISCHARGED

It appearing that BOBBIE GENE WILLIE and GERALDINE JEWEL WILLIE were duly adjudged bankrupts on a joint petition filed by them on June 13, 1975, and that, when no objection to their discharged had been filed within the time fixed therefor, they were on October 9, 1975, discharged from all of their dischargeable debts; and

It further appearing that a complaint was timely filed by James Moody, as agent for William M. Moody and Patty Alfred Moody, a creditor herein, to obtain a determination of the dischargeability of a debt claimed to be nondischargeable; and, after due notice had been given by mail to said bankrupts, to their attorney, and to the attorney for said complainant, said complaint was heard on January 20, 1976; and

after hearing Byron Magbee, attorney for said complainant, in favor of said complaint, and William H. Brown, attorney for said bankrupts, in opposition thereto; and

The Court having concluded, on the basis of the evidence and the law, that said complainant has failed to produce facts which would constitute grounds for deeming the bankrupts' indebtedness to James Moody, as agent for William M. Moody and Patty Alfred Moody, to be nondischargeable;

IT IS ORDERED that said complaint be and it hereby is dismissed, and that, accordingly, the indebtedness of the bankrupts to James Moody, as agent for Wiliiam M. Moody and Patty Alfred Moody, be and it hereby is deemed and adjudged to have been discharged by the order of discharge entered herein on October 9, 1975.

IT IS FURTHER ORDERED that said James Moody, as agent for William M. Moody and Patty Alfred Moody, and all persons acting on his behalf, be and they hereby are stayed and enjoined from instituting or continuing any action to collect such indebtedness as a personal liability of said bankrupts.

Baton Rouge, Louisiana, January 22, 1976.

/s/ Harvey H. Posner
HARVEY H. POSNER
BANKRUPTCY JUDGE

cc: Bobbie Gene Willie & Geraldine Jewel Willie, bankrupts
Mr. William H. Brown, attorney for the bankrupts
Mr. James Moody, complainant
Mr. Byron Magbee, attorney for complainant
Mr. Erwin A. LaRose, trustee

I certify that this is a true copy of the original.

/s/ Harvey H. Posner
HARVEY H. POSNER
BANKRUPTCY JUDGE

APPENDIX B

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

IN RE BOBBIE GENE WILLIE & GERALDINE JEWEL WILLIE, Bankrupts JAMES MOODY, as agent for WILLIAM M. MOODY AND PATTY ALFRED MOODY, and WILLIAM M. MOODY AND PATTY ALFRED MOODY Plaintiffs versus BOBBIE GENE WILLIE & GERALDINE JEWEL WILLIE	BANKRUPTCY NOS. 75-291 & 75-292

* * * * *

E. GORDON WEST, District Judge:

This case is before the Court on appeal from an order of the Bankruptcy Judge. On June 13, 1975, Bobbie Gene Willie and Geraldine Jewel Willie were adjudged bankrupts, and on October 9, 1975 they were, by order of the Bankruptcy Judge, discharged from all of their dischargeable debts. Subsequent thereto, plaintiff herein, James Moody, as agent for William M. Moody and Patty Alfred Moody, filed a complaint contesting the dischargeability of a debt alleged to be due them by the bankrupts. A hearing on the complaint was held before the Bankruptcy Judge on January 20, 1976, and on January 22, 1976 an order issued out of that Court dismissing plaintiff's complaint. This appeal followed. After due consideration of the record and the briefs filed by counsel, the

Court concludes that there is no error in the order and judgment of the Bankruptcy Judge.

This claim of the plaintiffs arose out of the sale and purchase of an apartment complex. The bankrupts, Bobbie Gene Willie and Geraldine Jewel Willie, were the contractors-owners of the apartment complex and they sold it to the plaintiffs, William M. Moody and Patty Alfred Moody. About fifteen months after the sale, the plaintiff, James Moody, filed suit in the State Court alleging redhibitory defects and seeking a reduction in the sale price. The suit was apparently uncontested and a judgment by default in the amount of $51,615 was entered in favor of the plaintiff, James Moody, as agent for William M. Moody and Patty Alfred Moody. The judgment resulted from what the plaintiff alleged to be construction defects in the buildings and represented $23,615 in repair costs, $23,000 in damages, and $5,000 in attorney fees. This total judgment was included in the liabilities listed by Bobbie and Geraldine Willie and was held by the Bankruptcy Judge to be a dischargeable debt.

The plaintiffs now contend that pursuant to Section 17(a)(2) of the Bankruptcy Act the debt is not dischargeable. Section 17(a)(2) excepts from discharge provable debts which:

> "(2) are liabilities for obtaining money or property by false pretenses or false representations * * *."

The plaintiffs readily admit that the great weight of authority is to the effect that Section 17(a)(2) applies only to cases wherein actual fraud, involving moral turpitude or intentional wrong on the part of the bankrupt, has been proved. They simply base their claim in this suit on their own assertion that "The courts have been misinterpreting this section by requiring active fraud rather than false pretenses, both active and implied."

The transcript of the hearing held on this claim before the Bankruptcy Judge consists of 136 pages of testimony. This Court has carefully studied that transcript and concludes, as did the Bankruptcy Judge, that there is no showing of fraud, moral turpitude, or intentional wrong on the part of the bankrupts. Plaintiffs' claim is based upon the reasoning that because, under Louisiana law, a manufacturer is presumed to know the defects in the things he manufactures, he necessarily acts fraudulently when he sells something that he has manufactured with a defect in it. This is not, however, the "false pretenses" envisioned by Section 17(a)(2). Even though the mere existence of defects might, without a showing of actual knowledge, make the manufacturer liable in a suit for damages, it is not enough to prevent a discharge of the liability resulting therefrom in a Bankruptcy Court.

> "The frauds included in the portion of clause (2) under discussion are those which in fact involve moral turpitude or intentional wrong; fraud implied in law which may exist without imputation of bad faith or immorality is insufficient. It must affirmatively appear that such representations were knowingly and fraudulently made, and that they were relied upon by the other party." [Citations in footnote omitted] Collier on Bankruptcy, Vol. 1A §1716 at p. 1634.

As the Courts have consistently held, the "false pretenses or false representations" referred to in Sction 17(a)(2) of the Bankruptcy Act are equated with actual fraud, not implied or imputed fraud, for purposes of determining the dischargeability of a debt in bankruptcy.

We do not agree with the plaintiffs' contention that the Courts have misinterpreted Section 17(a)(2). We do agree with their conclusion, as stated in their brief, that "The majority rule is that fraud is necessary to block discharge

and that even fraud is insufficient if it is implied or presumed by law."

There being no showing of actual fraud in this case, we find no error in the ruling of the Bankruptcy Judge dismissing the plaintiffs' complaint. The judgment of the Bankruptcy Judge is therefore affirmed.

Baton Rouge, Louisiana, April 14, 1976.

/s/ E. GORDON WEST
UNITED STATES DISTRICT JUDGE

APPENDIX C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

IN RE BOBBIE GENE WILLIE and GERALDINE JEWEL WILLIE, Bankrupts JAMES MOODY, as agent for WILLIAM M. MOODY and PATTY ALFRED MOODY, and WILLIAM M. MOODY and PATTY ALFRED MOODY, Plaintiffs v. BOBBIE GENE WILLIE and GERALDINE JEWEL WILLIE, Defendants	BANKRUPTCY NOS. 75-291 and 75-292

JUDGMENT

James Moody, William M. Moody and Patty Alfred Moody having appealed from the judgment entered herein by the Bankruptcy Judge on the 22nd day of January, 1976, dismissing said appellants' complaint seeking a determination of the dischargeability of a debt due them claimed to be non-dischargeable and deeming the indebtedness of the bankrupts to said appellants to have been discharged by the order of discharge entered on October 9, 1975,

NOW, for written reasons assigned,

IT IS ORDERED that the aforesaid judgment entered herein by the Bankruptcy Judge on the 22nd day of January, 1976, be and it hereby is AFFIRMED.

Baton Rouge, Louisiana, this 4th day of May, 1976.

/s/ E. GORDON WEST
UNITED STATES DISTRICT JUDGE

APPENDIX D

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

NO. 76-2538
Summary Calendar*

IN RE BOBBY GENE WILLIE, ET AL.,
Bankrupts

JAMES MOODY, ET AL.,
Plaintiffs-Appellants,

versus

BOBBIE GENE WILLIE, ET AL.,
Defendants-Appellees.

Appeal from the United States District Court for the
Middle District of Louisiana

(November 18, 1976)

BEFORE WISDOM, GEE and TJOFLAT, Circuit Judges.
PER CURIAM: AFFIRMED. See Local Rule 21.[1]

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*Rule 18, 5 Cir.; See Isfell Enterprises, Inc. v. Citizens Casualty Co. of New York, et al., 5 Cir. 1970, 431 F.2d 409. Part I.

[1]See N.L.R.B. v. Amalgamated Clothing Workers of America, 5 Cir., 1970, 430 F.2d 966.

APPENDIX E

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

NO. 76-2538

IN THE MATTER OF: BOBBIE GENE WILLIE and
GERALDINE JEWEL WILLIE,
Bankrupts

JAMES MOODY, as Agent for
WILLIAM M. MOODY and PATTY
ALFRED MOODY,

Appellants,

versus

BOBBIE GENE WILLIE and
GERALDINE JEWEL WILLIE,

Appellees.

Appeal from the United States District Court for the
Middle District of Louisiana

ON PETITION FOR REHEARING
(DECEMBER 22, 1976)

Before WISDOM, GEE and TJOFLAT, Circuit Judges.

PER CURIAM:

IT IS ORDERED that the petition for rehearing filed in the above entitled and numbered cause be and the same is hereby denied.

ENTERED FOR THE COURT:

United States Circuit Judge